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CONFLICT OF LAWS — RIGHTS IN PROPERTY — ATTACHMENT OF PROPERTY BROUGHT INTO STATE WITHOUT CONSENT OF OWNER. — A vessel belonging to A was anchored in American waters. By the procurement of B, a judgment creditor of A, its cable was cut so that it drifted into Canadian waters where B had an attachment levied on it. *Held*, that the attachment should be dissolved. *Houghton v. May*, 17 Ont. W. Rep. 750 (High Ct., Dec. 15, 1910). See NOTES, p. 567.

CONSTRUCTIVE TRUSTS — LIABILITY OF INNOCENT PARTIES — PROMISE OF CO-LEGATEE. — A legacy absolute on its face was given to three persons as tenants in common. The testator was induced to do this by the oral promise of one of the legatees to transfer the property to a society. *Held*, that the whole legacy is subject to a trust for the society. *Winder v. Scholey*, 83 Oh. St. 63.

Where a devise in joint-tenancy is secured by an oral promise of one devisee, unauthorized by his companions, to give the property to a third person, all the devisees hold in trust for the person designated. *Russell v. Jackson*, 10 Hare, 204; *Matter of O'Hara*, 95 N. Y. 403, 413. When such a devise is to tenants in common, only the promisor is so bound. *Tee v. Ferris*, 2 Kay & J. 357; *Fairchild v. Edson*, 154 N. Y. 199. This difference seems unwarranted. When the promise is made the relation of co-tenancy has not begun, so no supposed peculiar doctrines as to joint-tenancy should be invoked. And in each case the title is thrust into the devisees, so there is the same lack of proof of ratification of the acts of the promisor. Moreover, even though co-tenancy exists at breach, a joint-tenant is no more affected by a contract of, or notice to, his companion than is a tenant in common. *Hanks v. Enloe*, 33 Tex. 624. See FREEMAN, COTENANCY, 2 ed., §§ 171, 182. *Contra*, *Freeman v. Laing*, [1899] 2 Ch. 355. Unjust enrichment must be the reason for raising the trust in either case, and since a tenant in common profits by the fraud as directly as does a joint-tenant, he, too, should be subject to a trust. *Trustees of Amherst College v. Ritch*, 151 N. Y. 282. See 21 HARV. L. REV. 286.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — WAIVER OF LIABILITY. — The defendant took stock in the X company, paying therefor in land, which was accepted at a gross overvaluation. The plaintiff, relying on the representation that the shares had been fully paid for, purchased bonds of the company, each bond containing a waiver of all remedies against the stockholders. The company became insolvent, and this action was brought to recover the balance due on the shares. *Held*, that the defendant is liable, since the waiver was not intended to include any liability for misrepresentation. *Downer v. Union Land Co.*, 129 N. W. 777 (Minn.). See NOTES, p. 565.

CRIMINAL LAW — SENTENCE — EFFECT OF IRREGULAR SENTENCE. — After a verdict of guilty in a murder trial, the judge pronounced sentence without the defendant's being asked, according to the statutes, whether he had any legal cause to show why judgment should not be pronounced against him. *Held*, that the case should be remitted for proceedings on the verdict according to the statute. *People v. Nesce*, 201 N. Y. 111.

This case overrules a prior decision holding such error ground for a new trial. *Messner v. People*, 45 N. Y. 1. The early English practice of not allowing a defendant accused of felony the benefit of counsel may have made this question essential. *Rex v. Geary*, 2 Salk. 630. See 1 CHITTY, CRIMINAL LAW, 700. But at present the rights of the accused are so adequately protected that it is a mere form. The decision shows the modern tendency away from the exaggerated desire to protect the accused by taking advantage of any technical error, however harmless. Cf. *Oborn v. State*, 143 Wis. 249, 280.